# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM324674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEW ORLEANS PELICANS NBA, LLC		11/19/2014	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	ASSOCIATION: UNITED STATES

# **PROPERTY NUMBERS Total: 73**

Property Type	Number	Word Mark	
Serial Number:	85830748	CRESCENT CITY BASKETBALL	
Serial Number:	85830755	CRESCENT CITY BASKETBALL	
Serial Number:	85830759	CRESCENT CITY BASKETBALL	
Serial Number:	85830763	CRESCENT CITY BASKETBALL	
Serial Number:	85830768	CRESCENT CITY BASKETBALL	
Serial Number:	85830770	CRESCENT CITY BASKETBALL	
Serial Number:	85830771	CRESCENT CITY BASKETBALL	
Serial Number:	85830744	CRESCENT CITY BASKETBALL	
Serial Number:	85830773	CRESCENT CITY BASKETBALL	
Serial Number:	85830777	CRESCENT CITY BASKETBALL	
Serial Number:	85830779	CRESCENT CITY BASKETBALL	
Serial Number:	85830738	CRESCENT CITY BASKETBALL	
Registration Number:	2841524	NEW ORLEANS HORNETS	
Registration Number:	2931543	NEW ORLEANS HORNETS	
Registration Number:	2896292	NEW ORLEANS HORNETS	
Registration Number:	2843832	NEW ORLEANS HORNETS	
Registration Number:	2972647	NEW ORLEANS HORNETS	
Registration Number:	2826354	NEW ORLEANS HORNETS	
Registration Number:	2900566	NEW ORLEANS HORNETS	
		TRADEMARK	

**REEL: 005410 FRAME: 0139** 900308592

Property Type	Number	Word Mark
Registration Number:	2900565	NEW ORLEANS HORNETS
Registration Number:	2957883	NEW ORLEANS HORNETS
Registration Number:	2833167	NEW ORLEANS HORNETS
Registration Number:	2925742	NEW ORLEANS HORNETS
Registration Number:	2855055	NEW ORLEANS HORNETS
Registration Number:	2972746	NEW ORLEANS HORNETS
Registration Number:	2916686	NEW ORLEANS HORNETS
Registration Number:	3046721	NEW ORLEANS HORNETS
Registration Number:	3181457	NEW ORLEANS HORNETS
Registration Number:	2972747	NEW ORLEANS HORNETS
Registration Number:	3577411	
Registration Number:	3577408	
Registration Number:	3908331	
Registration Number:	3577406	
Registration Number:	3908332	
Registration Number:	3577412	
Registration Number:	3577413	
Registration Number:	3577407	
Serial Number:	85795164	NEW ORLEANS PELICANS
Serial Number:	85795155	NEW ORLEANS PELICANS
Serial Number:	85830119	NEW ORLEANS PELICANS
Serial Number:	85830197	NEW ORLEANS PELICANS
Serial Number:	85830217	NEW ORLEANS PELICANS
Serial Number:	85830235	NEW ORLEANS PELICANS
Serial Number:	85830252	NEW ORLEANS PELICANS
Serial Number:	85830261	NEW ORLEANS PELICANS
Serial Number:	85830275	NEW ORLEANS PELICANS
Serial Number:	85830098	NEW ORLEANS PELICANS
Serial Number:	85830306	NEW ORLEANS PELICANS
Serial Number:	85830328	NEW ORLEANS PELICANS
Serial Number:	85830340	NEW ORLEANS PELICANS
Serial Number:	85830079	NEW ORLEANS PELICANS
Serial Number:	85830602	NOLA PELICANS
Serial Number:	85830648	NOLA PELICANS
Serial Number:	85830655	NOLA PELICANS
Serial Number:	85830662	NOLA PELICANS
Serial Number:	85830672	NOLA PELICANS
	03030072	
Serial Number:	85830682	NOLA PELICANS

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Property Type	Number	Word Mark
Serial Number:	85830701	NOLA PELICANS
Serial Number:	85830712	NOLA PELICANS
Serial Number:	85830719	NOLA PELICANS
Serial Number:	85830725	NOLA PELICANS
Serial Number:	85830732	NOLA PELICANS
Serial Number:	85830382	
Serial Number:	85830411	
Serial Number:	85830433	
Serial Number:	85830467	
Serial Number:	85830482	
Serial Number:	85830487	
Serial Number:	85830510	
Serial Number:	85830524	
Serial Number:	85830574	
Serial Number:	85830581	

### **CORRESPONDENCE DATA**

**Fax Number:** 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 301-638-0511

**Email:** ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39857
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	12/01/2014

Total Attachments: 21
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TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2014, between NEW ORLEANS PELICANS NBA, LLC (the "Borrower") and JPMORGAN CHASE BANK, N.A. as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of May 5, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrower and the Collateral Agent. The Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in (i) the Note Purchase Agreement dated as of May 5, 2003, as amended and restated by the Third Amendment and Restatement Agreement dated as of May 8, 2012, as further amended by the First Amendment dated as of December 21, 2012 and as further amended by the Second Amendment dated as of June 7, 2013 (as further amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") and (ii) the Note Purchase Agreement dated as of June 26, 2003, as amended and restated by the First Amendment and Restatement Agreement dated as of May 8, 2012 and as further amended by the First Amendment dated as of December 21, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, the "Term Note Purchase Agreement"). The obligations of the Secured Parties to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit to the Borrower pursuant to the Note Purchase Agreement and the Term Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Secured Parties to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any

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State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW ORLEANS PELICANS NBA, LLC,

by

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Name: Title:

- Ebward F. Lani - Sa VP/CEO

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name:

Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW ORLEANS PELICANS NBA, LLC,

bу	).			
	Name:	 	 	***************************************
	Title:			

JPMORGAN CHASE BANK, N.A., as

Collateral Agent,

by

Name: Philip Mousin
Title: Credit Executive

[Signature Page to Trademark Security Agreement]

# TRADEMARKS

-			[000000000000000]
USA	USA	USA	
CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	Tradicinal K Description
			TRADEMARKS
21	20	18	ARKS
85830770	85830768	85830763	
N/A	N/A	N/A	
N/A	N/A	N/A	
Pending	Pending	Pending	

USA	USA	USA	
CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	
			TRADEMARKS
N &	25	24	ARKS
85830773	85830744	85830771	
N/A	N/A	N/A	
N/A	N/A	N/A	
Pending	Pending	Pending	É

USA	USA	USA	USA	USA	USA	USA	
NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	CRESCENT CITY BASKETBALL AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	Frademark Description
NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS				Lago Mand Mand
25	18	16	09	4	38	ယ	
78104897	78104914	78104905	78104900	85830738	85830779	85830777	
2843832	2896292	2931543	2841524	4534450	N/A	N/A	
5/18/04	10/19/04	3/8/05	5/11/04	5/20/14	N/A	N/A	
Registered	Registered	Registered	Registered	Registered	Pending	Pending	ľ.

TRADEMARKS

USA	USA	USA	USA	USA	USA	USA	Catalan	
NEW ORLEANS HORNETS AND DESIGN (2002 - 2013)	NEW ORLEANS HORNETS AND DESIGN (2002 - 2013)	NEW ORLEANS HORNETS AND DESIGN (2002 - 2013)	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS		
			NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS	NEW ORLEANS HORNETS		TRADEMARKS
16	14	09	41	38	35	28		ARKS
78149449	78151016	78149420	78104890	78104925	78104923	78104918		
2925742	2833167	2957883	2900565	2900566	2826354	29		
2/8/05	4/13/04	5/18/04	11/2/04	11/2/04	3/23/04	7/19/05		
Registered	Registered	Registered	Registered	Registered	Registered	Registered	ľ	

USA	USA	USA	USA	
NEW ORLEANS HORNETS AND DESIGN (2002 - 2013)				
				TRADEMARKS
<b>3</b> 5	N œ	N G		ARKS
78149468	78149463	78149459	78149455	
3046721	2916686	2972746	2855055	
1/17/06	1/4/05	7/19/05	6/15/04	
Registered	Registered	Registered	Registered	Y E

USA	USA	USA	USA	
NEW ORLEANS HORNETS SECONDARY FLEUR-DE-LIS & HORNET DESIGN (2007 - 2013)	NEW ORLEANS HORNETS SECONDARY FLEUR-DE-LIS & HORNET DESIGN (2007 - 2013)	NEW ORLEANS HORNETS AND DESIGN (2002 - 2013)	NEW ORLEANS HORNETS AND DESIGN (2002 - 2013)	Table Barrier
				TRADEMARKS Logw/Word Mark Classes
16	09	41	ယထ	ARKS
77300920	77301731	78149476	78149473	
3577408	3577411	2972747	3181457	
2/17/09	2/17/09	7/19/05	12/5/06	
Registered	Registered	Registered	Registered	É

USA	USA	USA	USA		
NEW ORLEANS HORNETS SECONDARY FLEUR-DE-LIS & HORNET DESIGN (2007 - 2013)	NEW ORLEANS HORNETS SECONDARY FLEUR-DE-LIS & HORNET DESIGN (2007 - 2013)	NEW ORLEANS HORNETS SECONDARY FLEUR-DE-LIS & HORNET DESIGN (2007 - 2013)	NEW ORLEANS HORNETS SECONDARY FLEUR-DE-LIS & HORNET DESIGN (2007 - 2013)		
				Logo/Mord Mark	TRADEMARKS
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77301746	77300938	77300903	77300931		
3577412	3908332	3577406	3908331	Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	
2/17/09	1/18/11	2/17/09	1/18/11		
Registered	Registered	Registered	Registered	ľ	

		TRADEMARKS	ARKS				
	Trademark Description	Long Word Mark					É
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		14	85830197	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		16	85830217	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		1 00	85830235	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		20	85830252	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		N 1	85830261	N/A	N/A	Pending

	Trademark Downstan	TRADEMARKS	ARKS				<b>!</b>
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		24	85830275	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		N	85830098	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		N &	85830306	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		3 5	85830328	N/A	N/A	Pending
USA	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)		ထ	85830340	N/A	N/A	Pending

USA	USA	USA	USA	
NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NEW ORLEANS PELICANS AND DESIGN (2013 - PRESENT)	
				TRADEMARKS
16	14	09	41	ARKS
85830655	85830648	85830602	85830079	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
Pending	Pending	Pending	Pending	ľ.

USA	USA	USA	USA		
NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	Trademark Description	
				I was North	TRADEMARKS
24	21	20	18		ARKS
85830695	85830682	85830672	85830662		
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Pending	Pending	Pending	Pending		

USA	USA	USA	USA	
F 0 7		F \ \ 7	F 0 7	
NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	
				TRADEMARKS Logorword Mark   Classics
38	သ တ	N 80	25	ARKS
85830725	85830719	85830712	85830701	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
Pending	Pending	Pending	Pending	É

USA  PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	USA  PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	USA  PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	USA  NOLA PELICANS AND DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	Transcent Description	
				Together the second	TRADEMARKS
5	14	09	41		<b>ARKS</b>
85830433	85830411	85830382	85830732		
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Pending	Pending	Pending	Pending	ľ	

USA	USA	USA	USA	
PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	I radiomark Description
				TRADEM
N Ø	22	21	20	EMARKS
85830510	85830487	85830482	85830467	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
Pending	Pending	Pending	Pending	ļ <u>i</u>

USA	USA	USA	
PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	PELICAN, BASKETBALL AND FLEUR- DE-LIS DESIGN (NEW ORLEANS PELICANS SECONDARY LOGO 2013 - PRESENT)	
			TRADEMARKS
41	38	35	ARKS
85830581	85830574	85830524	
N/A	4539058	4539057	
N/A	5/27/14	5/27/14	
Pending	Registered	Registered	<b>!</b>

**RECORDED: 12/01/2014**